

REMARKS**I. Status of the Claims**

Claims 1, 2, 6-8, 12-14, 16, 18-21, and 52 are currently pending in the application. Claims 22, 25-37 and 39-51 have been withdrawn from consideration due to Restriction. Claims 1, 2, 6-8, 12-14, 16, 18-21, and 52-53 have been rejected. Dependent claim 53 is combined in claim independent 52 by this amendment and is therefore canceled. No new matter has been introduced by this Amendment. Entry of this Amendment is respectfully requested.

II. Response to Claim Rejections - 35 U.S.C. § 101

The Office Action reads, in part, as follows:

Claim 7, 8, 12, and 13 are rejected under 35 U.S.C. 101 because the claimed invention is directed to non-statutory subject matter.

Claims 7, 8, 12, and 13 recite a computer program only. "Computer programs claimed as computer listings per se, i.e., the descriptions or expressions of the programs, are not physical 'things.' They are neither computer components nor statutory processes, as they are not 'acts' being performed." MPEP §2106.01.

Because the claim(s) recite only abstractions that are neither "things" nor "acts," the claim(s) are not within one of the four statutory classes of invention. Because the claims are not within one of the four statutory classes of invention, the claims are rejected under 35 U.S.C. §101.

In this case, claim 7 recites a communications interface, a module in the communications interface, and a second communications interface, all of which are reasonably interpreted as software only.

Therefore, independent claim 7 and its dependent claims 8 and 12 are rejected under 35 U.S.C. §101.

Further, independent claim 13 recites means for receiving, means for transmitting, and means for decrypting all of which are reasonably interpreted as software only.

Therefore, independent claim 13 is rejected under 35 U.S.C. §101.

A. Claims 7, 8, 12

In response regarding Claims 7, 8, 12, the Applicant would like to draw the Examiner's attention to Figure 17 and paragraphs [0150] - [0158] of the Applicant's specification. Figure 17 is a hardware diagram of an example computer system in accordance with the claimed invention.

Regarding the claim term "communications interface", the Applicant's paragraph [0154] gives several examples of the "communications interface", which reads in part, as follows:

[0154] Computer system 1701 may also include a communications interface 1724. ... Examples of communications interface 1727 include a modem, a network interface (such as Ethernet card), Bluetooth and/or other short-range wireless network modules, etc. ... Note that communications interface 1724 provides a means by which computer system 1701 can interface to a network such as the Internet.

Clearly, the Applicant is disclosing hardware components as examples of the claimed invention. Thus, the Applicant believes that the Examiner's interpretation of the claim term "communications interface" as an abstraction, ignores the Applicant's express examples set forth in the specification. The Applicant respectfully requests the Examiner to withdraw this ground for rejection.

B. Claim 13

In response regarding Claim 13, the Applicant would like to draw the Examiner's attention to Figure 17 and paragraphs [0150] - [0158] of the Applicant's specification. Figure 17 is a hardware diagram of an example computer system in accordance with the claimed invention.

Regarding the first "means for receiving", the "means for transmitting", and the second "means for receiving" in claim 13, the Applicant's paragraph [0154] gives several examples of the "these means" as the communications interface 1724, which reads in part, as follows:

[0154] Computer system 1701 may also include a communications interface 1724. ... Examples of communications interface 1727 include a modem, a network interface (such as Ethernet card), Bluetooth and/or other short-range wireless network modules, etc. ... Note that communications interface 1724 provides a means by which computer system 1701 can interface to a network such as the Internet.

Clearly, the Applicant is disclosing hardware components as examples of the "means for receiving", the "means for transmitting", and the second "means for receiving" in claim 13. Thus, the Applicant believes that the Examiner's interpretation of the first "means for receiving", the "means for transmitting", and the second "means for receiving" as an abstraction, ignores the Applicant's express examples set forth in the specification. The Applicant respectfully requests the Examiner to withdraw this ground for rejection.

Regarding the "means for decrypting" in claim 13, Figure 17 and paragraphs [0150] - [0158] of the Applicant's specification disclose the processor 1704 and memory 1707 that correspond to the "means for decrypting" in claim 13.

Clearly, the Applicant is disclosing hardware components as an example of the "means for decrypting". Thus, the Applicant believes that the Examiner's interpretation of the claim terms "means for receiving, means for transmitting, and means for decrypting" as an abstraction ignores the Applicant's express examples set forth in the specification. The Applicant respectfully requests the Examiner to withdraw this ground for rejection.

III. Response to Claim Rejections - 35 U.S.C. § 102

Claims 1,2,6-8,12-14,16,18-21, and 52-53 are rejected under 35 U.S.C. 102(b) as being anticipated by Stefik et al (US 5,638,443).

The Stefik reference does not disclose or suggest the Applicant's claimed receiving at a communications device from a first remote device superdistributed content encrypted with a content key. Stefik at column 44, lines 41 to 62, discusses "Super Distributors", which reads as follows"

Super Distributors

This is a variation on the previous scenarios. A distributor can sell to anyone and anyone can sell additional copies, resulting in fees being paid back to the creator. However, only licensed distributors can add fees to be paid to themselves.

This scenario gives distributors the right to add fees to cover their own advertising and promotional costs, without making them be the sole suppliers. Their customers can also make copies, thus broadening the channel without diminishing their revenues. This is because distributors collect fees from copies of any copies that they originally sold. Only distributors can add fees.

This scenario is performed similarly to the previous ones. There are two key differences. (1) The creator only grants Embed rights for people who have a Distribution license. This is done by putting a requirement for a distributor's license on the Embed right. Consequently, non-distributors cannot add their own fees. (2) The Distributor does not grant Extract rights, so that consumers cannot avoid paying fees to the Distributor if they make subsequent copies.

Consequently, all subsequent copies result in fees paid to the Distributor and the Creator.

There is no disclosure or suggestion in the Stefik reference of the Applicant's claimed receiving at a communications device from a first remote device superdistributed content encrypted with a content key. The quoted passage in column 44 states that "This scenario is performed similarly to the previous ones", but the remaining disclosure in Stefik deals with the generation of what appear to be a pair of symmetric keys (step 1701 of Figure 1 and column 28, lines 44-65) and the handshake between sender (Repository-1) and receiver (Repository-2) in the transmission of one of those keys encrypted under the public key of the receiver. But, Stefik fails to disclose or suggest how to perform superdistribution of content using a second remote device authorized to act on behalf of a provider of the superdistributed content. There is no disclosure or suggestion in the Stefik reference of the Applicant's claimed receiving at a

communications device from a first remote device superdistributed content encrypted with a content key.

Moreover, there is no disclosure or suggestion in the Stefik reference of the Applicant's claimed transmitting by the communications device a request for the content key to a second remote device, the second remote device authorized to act on behalf of a provider of the content and possessing the content key encrypted with a public key of the second remote device. Since Stefik fails to disclose or suggest receiving superdistributed content encrypted with a content key, then there can be no second remote device authorized to act on behalf of a provider of the superdistributed content and possessing the content key that has encrypted the superdistributed content, as claimed by the Applicant.

Independent claims 1, 7, 13, 14, and amended claim 52 are distinguished from the Stefik reference at least on this basis and the claimed invention is neither disclosed nor suggested by the Stefik reference.

CONCLUSION

Based on the foregoing amendments and remarks, Applicants respectfully request reconsideration and withdrawal of the rejection of claims and allowance of this application.

AUTHORIZATION

The Commissioner is hereby authorized to charge any additional fees which may be required for consideration of this Amendment to Deposit Account No. 50-4827, Order No. 1004289-133US (4208-4143).

In the event that an extension of time is required, or which may be required in addition to that requested in a petition for an extension of time, the Commissioner is requested to grant a petition for that extension of time which is required to make this response timely and is hereby authorized to charge any fee for such an extension of time or credit any overpayment for an extension of time to Deposit Account No 50-4827, Order No. 1004289-133US (4208-4143).

Respectfully submitted,
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Dated: June 21, 2010

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